#### THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



### **Contract Number**

21-219 A-1

**SAP Number** 4400016829

# **Arrowhead Regional Medical Center**

**Department Contract Representative** William L. Gilbert, Director **Telephone Number** (909) 580-6150 Optimum Healthcare IT, LLC Contractor **Contractor Representative** Dan Robinson **Telephone Number** (904) 334-5643 **Contract Term** March 24, 2021 through December 1, 2022 NTE \$5,000,000 **Original Contract Amount Amendment Amount** NTE \$8,000,000 **Total Contract Amount** NTE \$13,000,000 9184834200 **Cost Center** 

### IT IS HEREBY AGREED AS FOLLOWS:

## **AMENDMENT NO. 1**

This Amendment No. 1 ("Amendment") dated May 24, 2022 is made by and between San Bernardino County ("County") on behalf of Arrowhead Regional Medical Center and Optimum Healthcare IT, LLC ("Contractor") and modifies the terms of to the Contract executed between the parties as of March 23, 2021 ("Contract").

- 1. Delete Paragraph F.1 of the Contract in its entirety and replace with the following:
  - **F.1** The maximum amount of payment under this Contract shall not exceed \$13,000,000, and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
- 2. Delete Section D, Term of Contract, in its entirety and replace with the following:
  - D. TERM OF CONTRACT

This Contract is effective as of March 24, 2021 and expires December 1, 2022, but may be terminated earlier in accordance with provisions of this Contract.

3. All references to "County of San Bernardino" in the Contract shall be amended to read as "San Bernardino County."

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- 4. **Full Force and Effect.** All other terms and conditions of the Contract shall remain in full force and effect.
- 5. **Capitalized Terms.** Any capitalized term used but not defined in this Amendment shall have the meaning given to it in the Contract or the Addendum, as applicable.
- 6. Counterparts. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

| SAN BERNARDINO COUNTY  | (Print or type name of corporation, company, contractor, etc.) |  |
|--|--|--|
|  |  |  |
| <b>&gt;</b>  | By ►   |  |
| Curt Hagman, Chairman, Board of Supervisors                                | (Authorized signature - sign in blue ink)                      |  |
| Dated:   | Name   |  |
| SIGNED AND CERTIFIED THAT A COPY OF THIS                                   | (Print or type name of person signing contract)                |  |
| DOCUMENT HAS BEEN DELIVERED TO THE   |  |  |
| CHAIRMAN OF THE BOARD  | Title  |  |
| Lynna Monell<br>Clerk of the Board of Supervisors<br>San Bernardino County | (Print or Type)  |  |
| Ву   | Dated:   |  |
| Deputy   |  |  |
|  | Address  |  |
|  |  |  |
|  |  |  |

| FOR COUNTY USE ONLY                 |                                  |                                 |
|-------------------------------------|----------------------------------|---------------------------------|
| Approved as to Legal Form           | Reviewed for Contract Compliance | Reviewed/Approved by Department |
| Charles Phan, Deputy County Counsel | <u>•</u>                         | William L. Gilbert, Director    |
| Date                                | Date                             | Date                            |

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